

LAW OFFICES OF
AIKEN, KRAMER & CUMMINGS
INCORPORATED

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September 24, 2007

VIA ELECTRONIC FILING

The Honorable Martin J. Jenkins
Courtroom 11
**U.S. DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA**
450 Golden Gate Avenue
San Francisco, CA 94102

Re: Traverso v. Clear Channel Outdoor, Inc., et al.
Case No. C07-03629 MJJ
Our File No. TRAVE-7

Dear Judge Jenkins:

This letter brief is submitted by Plaintiff Richard Traverso pursuant to the Court's Order to Show Cause and Submit Supplemental Briefing dated September 20, 2007.

A. This Court Has Subject Matter Jurisdiction Over This Matter

Plaintiff believes that this Court has subject matter jurisdiction over this matter based on diversity. 28 U.S.C. 1332, 1441; *See also Snow v. Ford Motor Co.* (9th Cir. 1977) 561 F.2d 787, 789. Defendant Clear Channel Outdoor, Inc., the only named defendant in this matter, is a Delaware corporation. A true and correct copy of a print-out from the California Secretary of State's office which indicates that Defendant is a Delaware corporation is attached hereto as Exhibit 1. Plaintiff, an individual, is a California resident. As such, complete diversity exists between the parties.

Moreover, Plaintiff's unlawful detainer complaint seeks damages in excess of \$75,000. Plaintiff's complaint seeks damages in the amount of \$986.30 per day beginning March 1, 2007. *See Complaint – Unlawful Detainer* filed June 14, 2007. Defendant removed this action on July 13, 2007. *See Defendant Clear Channel Outdoor, Inc.'s Notice of Removal* filed July 13, 2007. Thus, at the time Defendant removed this case, Plaintiff was seeking \$132,164.20 (03/01/07 – 07/13/07 = 134 days x \$986.30 per day = \$132,164.20). *See Meritcare, Inc. v. St. Paul Mercury Ins. Co.* (3rd Cir. 1999) 166 F.3d 214, 217-218 (amount in controversy is tested at the time of removal); *See also Sanchez v. Monumental Life Ins. Co.* (9th Cir. 1996) 95 F.3d 856, 860 (sum claimed by plaintiff controls unless "it appears to a legal certainty that the claim is really for less than the jurisdictional amount to justify dismissal").

The Honorable Martin J. Jenkins
**U.S. DISTRICT COURT FOR THE
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B. The California Code of Civil Procedure Applies to This Matter

The California Code of Civil Procedure provides special, expedited procedural rules governing unlawful detainer actions. These rules differ substantially from the Federal Rules of Civil Procedure, which do not contain any procedural rules specific to unlawful detainer actions, and are intended to carry out the intent of the state legislature in providing for the summary adjudication of parties' rights to possession of real property and a quick and ready determination of parties' rights to the forfeiture of leases. Plaintiff would be significantly prejudiced should this Court not apply California's procedural rules governing unlawful detainer cases to this action.

Concurrent with the issuance of this Court's Order, Plaintiff filed a Motion for Relief from Case Management Schedule in which Plaintiff has requested that the Court find that California state statutes and rules (as well as Judicial Council Forms) governing unlawful detainer actions apply to and should be used in this matter. *See* Motion for Relief from Case Management Schedule filed September 20, 2007. Because Plaintiff's motion addresses the issue posed in the Court's Order regarding whether the California Code of Civil Procedure applies to this action, and because the motion was filed on the same day as the Court issued its Order, Plaintiff incorporates his motion by reference. A true and correct copy of the motion is attached as Exhibit 2.

As discussed in Plaintiff's motion, California's unlawful detainer statutes are intended to summarily adjudicate the issue of right to possession of real property. *Hutcherson v. Lehtin* (N.D. Cal. 1970) 313 F. Supp. 1324, 1328-1329. These statutes require a "... quick and ready determination of the forfeiture of the lease" *Id.* (quoting California Supreme Court in *Telegraph Avenue Corp. v. Raentsch* (1928) 205 Cal. 93, 98). The U.S. District Court for the Northern District of California has applied these state procedural rules to unlawful detainer actions pending before this Court. *See e.g., United States of America v. Hilliard* (N.D. Cal. 1995) 1995 U.S. Dist LEXIS 4637; *United States of America v. Duque* (N.D. Cal. 1993) 1993 U.S. Dist. LEXIS 2998; *Gallman v. Pierce, Jr.* (N.D. Cal. 1986) 634 F. Supp. 472.

Because of the expedited nature of unlawful detainer proceedings, the California Code of Civil Procedure provides special procedural rules applicable only to unlawful detainer actions and in which there is no counterpart in the Federal Rules of Civil Procedure. Among other procedural rules applicable to unlawful detainer cases only, the California Code of Civil Procedure provides specific requirements governing the form and content of unlawful detainer complaints, shortened timeframes for responding to such complaints, expedited deadlines for responding to written discovery, different rules for filing and opposing summary judgment motions, and preference in trial setting. The California Code of Civil Procedure also provides

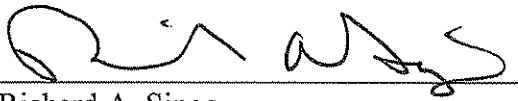
The Honorable Martin J. Jenkins
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for the use of specially-created unlawful detainer forms (some of which are mandatory) issued by the California Judicial Council.

Plaintiff respectfully requests that this Court find that it has subject matter jurisdiction over this matter and that the California Code of Civil Procedure and other state procedural rules governing unlawful detainer cases apply to this action.

Very truly yours,

AIKEN, KRAMER & CUMMINGS, INC.

By 
Richard A. Sipos

MFG/kmk
cc: Richard Traverso

Exhibit 1

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of SEP 21, 2007 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
CLEAR CHANNEL OUTDOOR, INC.		
Number: C1961497	Date Filed: 2/23/1996	Status: active
Jurisdiction: DELAWARE		
Address		
200 E BASSE RD		
SAN ANTONIO, TX 78209-8328		
Agent for Service of Process		
CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE		
PO BOX 526036		
SACRAMENTO, CA 95852		

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

Exhibit 2

AIKEN, KRAMER & CUMMINGS
INCORPORATED

Matthew F. Graham, State Bar No. 95194
Richard A. Sipos, State Bar No. 126982
Garret D. Murai, State Bar No. 215667
AIKEN, KRAMER & CUMMINGS, INC.
1111 Broadway, Suite 1500
Oakland, California 94607
Telephone: (510) 834-6800
Facsimile: (510) 834-9017
E-mail: gmurai@akclawfirm.com

Attorneys for Plaintiff
RICHARD TRAVERSO

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**NOTICE OF MOTION AND MOTION
FOR RELIEF FROM CASE
MANAGEMENT SCHEDULE**

Date: October 30, 2007
Time: 9:30 a.m.
Courtroom: 11 (19th Floor)
Judge: Martin J. Jenkins

Action Removed: July 13, 2007
Trial Date: None

Accompanying Documents. Memorandum of
Points and Authorities; Declaration of Garret
D. Murai; [Proposed] Order re. Revised Case
Management Schedule

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 30, 2007 at 9:30 a.m. in Courtroom 11 of this
Court located at 450 Golden Gate Avenue, San Francisco, California, or as soon thereafter as this
matter may be heard, Plaintiff RICHARD TRAVERSO will move this Court for relief from the
Case Management Schedule in this action pursuant to Local Rule 16-2(d).

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1 Plaintiff's motion is made on the following grounds:

2 1. This is an unlawful detainer action. California state law provides for the
3 expedited adjudication of unlawful detainer actions. These expedited procedural rules do not
4 have a counterpart in the Federal Rules.

5 2. This Court has issued a Clerks Notice (Setting Case Management Conference in
6 Reassigned Case) setting a Case Management Conference on November 6, 2007 ("Notice"). The
7 Notice requires that Plaintiff file a Case Management Statement pursuant to Federal Rules 16
8 and 26. The Federal Rules provide different procedural rules than do California state rules
9 governing unlawful detainer actions.

10 3. Plaintiff respectfully request that this Court enter an order that California state
11 rules governing unlawful detainer actions apply to this action.

12 Plaintiff's motion is based on this Notice of Motion and Motion for Relief of Case
13 Management Schedule; the accompanying Memorandum of Points and Authorities and
14 Declaration of Garret D. Murai; and any other pleadings, documents, records, files and other
15 evidence as may be presented.

16 Dated: September 10, 2007

AIKEN, KRAMER & CUMMINGS, INC.

17
18 By 

Garret D. Murai
Attorneys for Plaintiff
RICHARD TRAVERSO

PROOF OF SERVICE

Re: *Traverso v. Clear Channel Outdoor, Inc., et al.*
Case No.: C07-3629 MJJ

I, the undersigned, state that I am a citizen of the United States and employed in the City of Oakland, County of Alameda, State of California, in the office of a member of the bar of this court, at whose direction the service was made; that I am over the age of eighteen years and not a party to the within action; that my business address is 1111 Broadway, Suite 1500, Oakland, California 94607.

On the date set forth below, I served the following document described as:
NOTICE OF MOTION AND MOTION FOR RELIEF FROM CASE MANAGEMENT SCHEDULE
as follows to the address(es) set forth below:

Scott D. Baker
Jonah D. Mitchell
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111-3922
Tel: 415/543-8700
Fax: 415/391-8269

☒ **BY E-FILING:** via the court-mandated e-filing service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 20, 2007


Karen Kornfeld

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Matthew F. Graham, State Bar No. 95194
 Richard A. Sipos, State Bar No. 126982
 Garret D. Murai, State Bar No. 215667
AIKEN, KRAMER & CUMMINGS, INC.
 1111 Broadway, Suite 1500
 Oakland, California 94607
 Telephone: (510) 834-6800
 Facsimile: (510) 834-9017
 E-mail: gmurai@akclawfirm.com

Attorneys for Plaintiff
 RICHARD TRAVERSO

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and
 DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**MEMORANDUM OF POINTS AND
 AUTHORITIES IN SUPPORT OF
 MOTION FOR RELIEF FROM CASE
 MANAGEMENT SCHEDULE**

Date: October 30, 2007
Time: 9:30 a.m.
Courtroom: 11 (19th Floor)
Judge: Martin J. Jenkins

Action Removed: July 13, 2007
 Trial Date: None

Accompanying Documents. Notice of Motion
 and Motion; Declaration of Garret D. Murai;
 [Proposed] Order re. Revised Case
 Management Schedule

Plaintiff RICHARD TRAVERSO respectfully submits the following Memorandum of
 Points and Authorities:

I. INTRODUCTION

Plaintiff RICHARD TRAVERSO is a lessor (through assignment) and Defendant
 CLEAR CHANNEL OUTDOOR, INC. is a lessee (also through assignment) under a commercial
 lease agreement effective May 1, 1984 ("Lease"). Murai Decl., Ex. A. The Lease is for use of
 billboard space located between 650-660 Bryant Street in San Francisco, California. The Lease,
 which was originally for a term of five years, was subsequently extended by letter agreements to

1 February 28, 2007. Murai Decl., Ex. B. Prior to the end of the most recent lease term, Plaintiff
 2 served Defendant with a notice of termination of the Lease pursuant to the Lease. By its own
 3 terms, the Lease expired on February 28, 2007. Nevertheless, Defendant has refused to
 4 relinquish possession of the property.

5 Plaintiff filed his unlawful detainer complaint in the San Francisco Superior Court on
 6 June 4, 2007. On June 25, 2007, Defendant filed a demurrer to which Plaintiff timely responded
 7 on July 12, 2007. On July 13, 2007, while its demurrer was pending, Defendant removed the
 8 action to this Court. That same day, this Court issued an Order Setting Initial Case Management
 9 Conference and ADR Deadlines. On July 1, 2007, Defendant filed a Declination to Proceed
 10 Before a Magistrate Judge and Request for Reassignment to a United States District Judge. The
 11 case was reassigned to the Honorable Martin J. Jenkins on July 30, 2007. On August 9, 2007,
 12 this Court issued a Clerk's Notice (Setting Case Management Conference in Reassigned Case)
 13 ("Notice"). The Notice sets a Case Management Conference on November 6, 2007 and provides
 14 that Case Management Statements are due by October 30, 2007. On August 23, 2007, Plaintiff
 15 sent a meet and confer letter to Defendant pursuant to Local Rule 16-2(d) requesting that
 16 Defendant stipulate that California state procedural requirements governing unlawful detainer
 17 actions apply to this action. Murai Decl., Ex. C. To date, Defendant has not agreed to
 18 Plaintiff's proposed stipulation. Murai Decl., Ex. D.

19 Pursuant to Federal Rules 16 and 26, Case Management Statements require certain
 20 disclosures, which in turn reference other Federal Rules concerning discovery and other matters.
 21 The Federal Rules provide different procedural rules than do California state rules governing
 22 unlawful detainer actions. California state law provides for the expedited adjudication of
 23 unlawful detainer actions. These expedited procedural rules do not have a counterpart in the
 24 Federal Rules. As such, by this motion, Plaintiff seeks an order from the Court that California
 25 state law governing unlawful detainer actions shall apply to this action.¹

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 28 ¹ Plaintiff brings this motion by regular notice rather than ex parte because, at the time of filing the motion, the
 earliest hearing date available from the Court was October 30, 2007.

II. DISCUSSION

A. Local Rule 16-2(d) Permits Parties to Move for Relief from a Case Management Schedule

Local Rule 16-2(d) provides that “[b]y serving and filing motion with the assigned judge pursuant to Civil L.R. 7, a party, including a party added later in the case, may seek relief from an obligation imposed by FRCivP 16 or 6 or the Order Setting Initial Case Management Conference.” A motion brought pursuant to Local Rule 16-2(d) must:

- (1) Describe the circumstances which support the request;
- (2) Affirm that counsel for the moving party has conferred with all other counsel in an effort to reach agreement about the matter and, for each other party, report whether that party supports or opposes the request for relief;
- (3) Be accompanied by a proposed revised case management schedule; and
- (4) If applicable, indicate any changes required in the ADR process or schedule in the case.

As discussed below, good cause exists for this Court to grant Plaintiff’s motion pursuant to Local Rule 16-2(d).

B. Good Cause Exists for This Court to Grant Plaintiff’s Motion Pursuant to Local Rule 16-2(d)

California’s unlawful detainer statutes are intended to summarily adjudicate the issue of right to possession of real property. *Hutcherson v. Lehtin* (1970 N.D. Cal.) 313 F. Supp. 1324, 1328-1329. These statutes require a “. . . quick and ready determination of the forfeiture of the lease” *Id.* (quoting California Supreme Court in *Telegraph Avenue Corp. v. Raentsch* (1928) 205 Cal. 93, 98). This Court has applied these state procedural rules to unlawful detainer actions pending before this Court. *See e.g., United States of America v. Hilliard* (1995 N.D. Cal.) 1995 U.S. Dist LEXIS 4637; *United States of America v. Duque* (1993 N.D. Cal.) 1993 U.S. Dist. LEXIS 2998; *Gallman v. Pierce, Jr.* (1986 N.D. Cal.) 634 F. Supp. 472.

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1 Among other requirements, California's unlawful detainer statutes provide as follows:

2 1. **Complaints and Answers.** California's unlawful detainer statutes provide
3 specific requirements governing the form and content of unlawful detainer complaints. Code of
4 Civ. Proc. §1166. A defendant is required to answer (or demurrer to) an unlawful detainer
5 complaint within 5 days of service.² Code of Civ. Proc. §1167.3.

6 2. **Discovery.**³ Shortened discovery deadlines apply in unlawful detainer actions.
7 Depositions may be taken with five days notice and must be taken no later than five days before
8 trial. Code of Civ. Proc. §2025.270. Responses to interrogatories are due within five days of
9 service. Code of Civ. Proc. §2030.260(a). Responses to requests for production of documents
10 (including inspection of the property) are due within five days of service. Code of Civ. Proc.
11 §2031.260. And responses to request for admissions are due within five days of service. Code
12 of Civil Proc. §2033.250.

13 3. **Summary Judgment.** Summary judgment motions may be filed at any time after
14 an answer is filed and may be heard with five days notice. Code of Civ. Proc. §1170.7.
15 California's unlawful detainer statutes do not provide for the timing of filing opposition and
16 reply briefs to a motion for summary judgment. However, most courts have local rules
17 governing summary judgment motions in unlawful detainer actions. Local Rule 8.7A.2. of the
18 San Francisco Superior Court, where this action was originally venued, provides as follows:

19 If a summary judgment/adjudication motion in an unlawful detainer action is
20 personally served, it must be filed with the Court and served at least five (5) days
21 prior to the hearing. If the motion is served by mail, it must be served at least ten
22 (10) days prior to the hearing and filed with the Court five (5) days prior to the
23 hearing. If the summary judgment/adjudication motion is personally served, the
24 opposition is due by 12 p.m. (Noon) on the Court day prior to the hearing. If the
25 summary judgment/adjudication motion is served by mail, opposition is due two
26 (2) Court days prior to the hearing. Reply is due by 8:15 a.m. on the morning of
27 the hearing.

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26 ² The deadline to answer is relevant to Defendant's motion to dismiss set for hearing on October 2, 2007. Should
27 this Court deny Defendant's motion, Defendant should be required to file an answer within 5 days of entry of the
28 order.

³ Plaintiff has to date withheld serving any discovery. Plaintiff believes that the discovery procedures applicable to
unlawful detainer actions under state law apply, but without the Court's clarification, Defendant will likely object to
any discovery propounded by Plaintiff in accordance with such state law.

4. **Trial Setting.** Courts are required to give unlawful detainer actions trial preference over nearly all other categories of civil actions. Code of Civ. Proc. §1179a. Unlawful detainer actions are required to be set for trial no later than the 20th day following the date that a request for trial setting is made, even if a jury is demanded. Code of Civ. Proc. §1170.5. If the trial is not held within the time specified, the court, upon finding at a hearing that there is a reasonable probability that the plaintiff will prevail, shall determine the amount of damages, if any, to be suffered by the plaintiff by reason of the extension and issue an order requiring the defendant to pay that amount into court. *Id.* If the defendant fails to make the payment ordered by the court, trial of the action shall be held within 15 days of the date payment was due. *Id.*

5. **Judicial Council Forms.** The California Judicial Council has promulgated several forms, both optional and mandatory, for use in unlawful detainer actions. For example, the Judicial Council has a mandatory form for use when setting an unlawful detainer action for trial.

California state law provides different procedural rules governing unlawful detainer actions than do the Federal Rules (which do not address unlawful detainer actions). This Court has applied California state law to unlawful detainer actions before this Court. As such, good cause exists for this Court to enter an order that California state law (including the use of Judicial Council forms and the local rules of the San Francisco Superior Court governing the timing and filing of opposition and reply briefs to summary judgment motions) shall apply to this action.

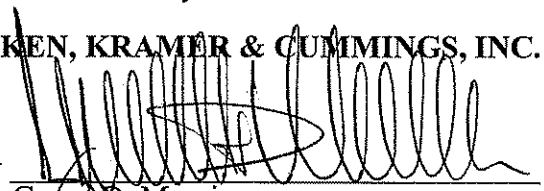
III. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Plaintiff's Motion for Relief from Case Management Schedule and enter an order in accordance with the proposed revised case management schedule filed concurrently herewith.

Dated: September 10, 2007

AIKEN, KRAMER & CUMMINGS, INC.

By


Garret D. Murai
Attorneys for Plaintiff
RICHARD TRAVERSO

PROOF OF SERVICE

Re: *Traverso v. Clear Channel Outdoor, Inc., et al.*
Case No.: C07-3629 MJJ

I, the undersigned, state that I am a citizen of the United States and employed in the City of Oakland, County of Alameda, State of California, in the office of a member of the bar of this court, at whose direction the service was made; that I am over the age of eighteen years and not a party to the within action; that my business address is 1111 Broadway, Suite 1500, Oakland, California 94607.

On the date set forth below, I served the following document described as:
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR RELIEF FROM CASE MANAGEMENT SCHEDULE
as follows to the address(es) set forth below:

Scott D. Baker
Jonah D. Mitchell
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111-3922
Tel: 415/543-8700
Fax: 415/391-8269

☒ **BY E-FILING:** via the court-mandated e-filing service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 20, 2007



Karen Kornfeld

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Matthew F. Graham, State Bar No. 95194
 Richard A. Sipos, State Bar No. 126982
 Garret D. Murai, State Bar No. 215667
AIKEN, KRAMER & CUMMINGS, INC.
 1111 Broadway, Suite 1500
 Oakland, California 94607
 Telephone: (510) 834-6800
 Facsimile: (510) 834-9017
 E-mail: gmurai@akclawfirm.com

Attorneys for Plaintiff
 RICHARD TRAVERSO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RICHARD TRAVERSO,
 Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and
 DOES 1 through 10, inclusive,
 Defendants.

Case No. C07-3629 MJJ

**DECLARATION OF GARRET D. MURAI
 IN SUPPORT OF MOTION FOR RELIEF
 FROM CASE MANAGEMENT
 SCHEDULE**

Date: October 30, 2007
Time: 9:30 a.m.
Courtroom: 11 (19th Floor)
Judge: Martin J. Jenkins

Action Removed: July 13, 2007
 Trial Date: None

Accompanying Documents. Notice of Motion and Motion; Memorandum of Points and Authorities; [Proposed] Order re. Revised Case Management Schedule

I, Garret D. Murai, declare:

1. I am an attorney licensed to practice law in the State of California and am admitted to practice before the U.S. District Court for the Northern District of California. I am an associate with Aiken, Kramer & Cummings, Inc., attorneys of record for Plaintiff RICHARD TRAVERSO.

2. This declaration is made in support of Plaintiff's Motion for Relief from Case Management Schedule. I have personal knowledge of the matters stated herein and if called upon to testify could and would competently do so.

1 3. Attached as Exhibit A is a true and correct copy of the lease between Plaintiff and
2 Defendant CLEAR CHANNEL OUTDOOR, INC. ("Lease") which was attached as part of
3 Exhibit 1 to Plaintiff's complaint.

4 4. Attached as Exhibit B is a true and correct copy of the letter agreements extending
5 the term of the Lease which were attached as part of Exhibit 1 to Plaintiff's complaint.

6 5. Attached as Exhibit C is a true and correct copy of letter I sent to Plaintiff's
7 counsel requesting that Plaintiff stipulate that California state procedural requirements governing
8 unlawful detainer actions apply to this action.

9 6. Attached as Exhibit D is a true and correct copy of a letter I received from
10 Plaintiff's counsel in response to my letter. To date, Defendant has not agreed to Plaintiff's
11 proposed stipulation.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed this 10 day of September in Oakland, California.

15 
16 Garret D. Murai
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Exhibit A



Foster & Kleiser
A METROMEDIA COMPANY

#07-15735

Date _____

LCF-1 (5-77)

1. The undersigned, as Lessor, hereby leases and grants exclusively to Foster and Kleiser, Division of Metromedia, Inc., as Lessee, the property (with free access to and upon same) located in the City of San Francisco County of San Francisco, State of California, described as:

650-60 Bryant St. (Nl 275' E/o 5th St.) (159.82' x 110.58' irreg.)

Assessor's Block 3761, Lot 7

as per map thereof recorded in the Office of the County Recorder of San Francisco County, State of California

for a term of Five (5) years from May 1, 1984, for the purpose of erecting and maintaining advertising signs thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders, and other appurtenances thereon.

2. Lessee shall pay to the Lessor rental in the amount of Three thousand six hundred and no/100 Dollars per year, payable on a monthly basis. Prior to construction and for the entire period during which no advertising copy is being displayed on the property by Lessee, the rental shall be Ten (\$10.00) Dollars.

3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

4. Lessor agrees that he, his tenants, agents, employees, or other persons acting in his or their behalf shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct or impair the view of Lessee's sign structures. If such an obstruction or impairment occurs, the Lessee, without limiting such other remedies as may be available, has the option of requiring the Lessor to remove said obstruction or impairment, or the Lessee may itself remove the obstruction or impairment charging the cost of said removal to the Lessor, or the Lessee may reduce the rental herein paid to the sum of Five (\$5.00) Dollars per year so long as such obstruction or impairment continues.

5. If the view of Lessee's signs is obstructed or impaired in any way, or if the value of such signs is diminished by reason of diversion or reduction of vehicular traffic, or if the use of any such signs is prevented or restricted by law, or if for any reason a building permit for erection or modification of any such signs is refused, the Lessee may immediately, at its option, adjust the rental in direct proportion to the decreased value of the leased premises for advertising purposes resulting from any of the foregoing circumstances, or may terminate the lease and receive adjustment for all rent paid for the unexpired term.

6. If Lessee is prevented by law, or government or military order, or other causes beyond Lessee's control from illuminating its signs, the Lessee may reduce the rental provided by paragraph 2 by one-half (1/2), with such reduced rental to remain in effect so long as such condition continues to exist.

7. This Lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served sixty (60) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any sixty day period upon written notice to Lessor served not less than sixty (60) days prior to the end of such sixty day period. Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building. Lessee shall remove its signs within sixty (60) days after receipt of a copy of the applicable building permit. The Lessor will, upon giving such notice of building, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/180th of such cost for each full month of this Lease prior to the notice of termination. If Lessor fails to commence the erection of the private commercial or residential building within sixty (60) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to use the remaining portion on the same terms, except that the rent shall be proportionately reduced.

8. It is agreed between the parties that Lessee shall remain the owner of all advertising signs, structures, and improvements erected or made by Lessee, and that, notwithstanding the fact that the same constitute real estate fixtures, the Lessor shall have the right to remove said signs, structures, and improvements at any time during the term of the Lease, or after the expiration of this Lease.

9. This lease shall constitute the sole agreement of the parties relating to the lease of the above described premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth specifically in this Lease.

10. The word "Lessor" as used herein shall include Lessors. This lease is binding upon and inures to the benefit of the heirs, executors, successors, and assigns of Lessee and Lessor.

11. Lessor represents that he is the owner(s) ☒ tenant(s) ☐ other(s) ☐ of the property covered by this Lease and has the authority to execute this Lease. All rents to be paid pursuant to this Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessor's signature.

EXECUTED by the Lessor in the presence of _____ who is hereby requested to sign as witness.

ID Number 94-1690361

WITNESS: _____

LESSOR(S)

Nancy T. Jackman
Nancy T. Jackman

Address: c/o Hogland Bogart & Bertero
ATTN Tom Gille

ACCEPTED: FOSTER AND KLEISER
Division of Metromedia, Inc.

By: Michael G. M. [Signature]

Exhibit B

PATRICK

PATRICK MEDIA GROUP, INC.

1601 MARITIME STREET
OAKLAND, CA 94607
(510) 833-5900

February 26, 1993

Mr. Tim Muller
Harrigan-Weidenmuller
300 Montgomery Street, Suite 110
San Francisco, CA 94104RE: Lease #15-15735, San Francisco
#650-660 Bryant Street (NL 275' E/o 5th Street)
San Francisco

Dear Mr. Muller:

This letter is in reference to our latest conversation regarding the extension of our lease for the sign structure at the subject location.

The purpose of this letter is to extend the current lease for four years effective March 1, 1993. The rental will be increased, as discussed, under the following four year schedule:

1. March 1, 1993	\$1,600.00/month	\$19,200.00/year
2. March 1, 1994	\$1,650.00/month	\$19,800.00/year
3. March 1, 1995	\$1,700.00/month	\$20,400.00/year
4. March 1, 1996 to 1997	\$1,750.00/month	\$21,000.00/year

All other terms and conditions of the existing lease agreement shall remain the same.

If this meets with your approval, please have Ms. Jackman sign where indicated and return the original of this letter to this office for prompt processing. The copies are for your file and Ms. Jackman's records.

Should you have any questions concerning this matter please contact me. Thank you again for all your patience and cooperation in this matter.

Yours truly,

ACCEPTED AND APPROVED:

Nancy T. Jackman
Nancy T. Jackman

James Hughes
James Hughes
Real Estate Department

David McWalters
David McWalters
Manager
Real Estate Department

JGH/ab



January 23, 1998

Mr. Brian D. Muller
Harrigan, Weidenmuller Co.
300 Montgomery Street
Suite 660
San Francisco, CA 94104

RE: Lease #15-15735, San Francisco
650-660 Bryant St. (NL 275' E/O 5th St.)

Dear Mr. Muller:

This letter is in reference to the advertising structure located on the above described property.

Eller Media Company is agreeable to maintaining the monthly rental at \$1,750.00, payable monthly, effective March 1, 1997. Effective October 1, 1997, the monthly rental shall increase to \$1,900.00, payable monthly. Effective March 1, 1998, the annual rental shall increase to \$23,712.00, payable monthly. Effective March 1, 1999, and for each year thereafter, the annual rental shall increase by four percent (4%). The term of this agreement shall be five (5) years. All other terms and conditions of the existing Lease Agreement dated May 1, 1984, shall remain the same.

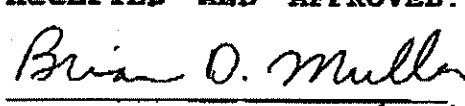
If this agreement meets with your clients approval, please have the original of this letter signed and returned to this office for processing. The copy is to be for your records.

Please contact me at (510) 835-5900 with any other questions. Thank you for your consideration in this matter.

Sincerely,


David C. Sweeney
Real Estate Manager
Northern California Division

ACCEPTED AND APPROVED:


Nancy T. Jackman's Agent

NORTHERN CALIFORNIA DIVISION
1601 MARITIME STREET, OAKLAND, CALIFORNIA 94607
(510) 835-5900 FAX (510) 835-1024

03/22/02 13:59 FAX 1510 3410

Eller Media Co

001



March 22, 2002

SENT VIA FACSIMILE
TRANSMISSION
(415) 434-3603

Mr. Brian D. Muller
Harrigan, Weidenmuller Co.
300 Montgomery St.
Suite 660
San Francisco, CA 94104

RE: Lease #15-15735, San Francisco
650-660 Bryant St. (NL 275' E/O 5th St.)

Dear Mr. Muller:

This letter is in reference to the advertising structure located on the property described above.

Clear Channel Outdoor is agreeable to increasing the annual rental to \$29,700.00, payable monthly, effective March 1, 2002. Effective March 1, 2003, and for each year thereafter, the annual rental shall increase by four percent (4%). The term of this agreement shall be five (5) years. All other terms and conditions of the existing Lease Agreement dated May 1, 1984 shall remain the same.

Should this agreement meet with your client approval, please sign both letters and return one copy to my office for further processing. The copy is to be retained for your records.

Please contact me at (510) 835-5900 should you have any questions. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David C. Sweeney'.

David C. Sweeney
Vice President/Real Estate
Northern California Division

ACCEPTED AND AGREED:

A handwritten signature in dark ink, appearing to read 'Brian D. Muller'.

Nancy T Jackman

an agent for Nancy
T. Jackman

CONFIRMED COPY
RECORDED AT REQUEST OF
COMMONWEALTH LAND
TITLE COMPANY

WHEN RECORDED RETURN TO:

Steven J. Cramer, Esq.
Aiken, Kramer & Cummings, Inc.
1111 Broadway, Suite 1500
Oakland, California 94607-4036

AT
ON 2/10 20 06 M.
SERIES NO. 2606-1124-794
IN San Francisco COUNTY

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Assignment of Lessor's Interest in Lease

This Assignment of Lessor's Interest in Lease ("Assignment") is made effective as of the 6th day of February, 2006 by Robert Dreyer and Estol T. Carte, Co-Trustees of the Nancy Tilden Jackman Trust established by Trust Agreement dated November 23, 2004 (collectively, "Assignor") and Richard Traverso ("Assignee").

Recitals:

Whereas, Assignor is the owner of that certain real estate commonly known as 650 - 660 Bryant Street, in the City and County of San Francisco, legally described on "Exhibit A" attached hereto and made a part hereof (the "Real Estate").

Whereas, Assignor has granted to Assignee an easement in gross across a portion of the Real Estate for purposes of posting, painting, constructing and maintaining signs on the Real Estate, and related purposes (the "Sign Easement").

Whereas, the Real Estate is currently subject to a lease (for purposes of erecting and maintaining signs) dated May 1, 1984 by and between Assignor's predecessor, Nancy T. Jackman, as lessor, and Foster and Kleiser, as lessee, and addenda thereto (collectively, the "Sign Lease"). Clear Channel Outdoor is the current lessee under the Sign Lease. Nancy T. Jackman's interest as lessor under the Sign Lease was previously assigned to Assignor.

Whereas, in connection with the grant of the Sign Easement, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, Assignor's interest as lessor in the Sign Lease. The parties acknowledge that Assignee does not hold fee title to the Real Estate.

Assignment:

For value received, and the agreement of Assignee as set forth below, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Sign Lease, and Assignee agrees to and does hereby accept said assignment. Assignee expressly assumes all of Assignor's obligations under the Sign Lease arising after the date of this Assignment.

assumes all of Assignor's obligations under the Sign Lease arising after the date of this Assignment.

WHEREAS, this Assignment has been executed to be effective on the date first written above.

Assignee:


RICHARD TRAVERSO

Assignor:

ROBERT DREYER and ESTOL T.
CARTE, CO-TRUSTEES OF THE
NANCY TILDEN JACKMAN TRUST
ESTABLISHED BY TRUST
AGREEMENT DATED NOVEMBER 23,
2004

ROBERT DREYER, CO-TRUSTEE

ESTOL T. CARTE, CO- TRUSTEE

WHEREAS, this Assignment has been executed to be effective on the date first written above.

Assignee:

RICHARD TRAVERSO

Assignor:

ROBERT DREYER and ESTOL T.
CARTE, CO-TRUSTEES OF THE
NANCY TILDEN JACKMAN TRUST
ESTABLISHED BY TRUST
AGREEMENT DATED NOVEMBER 23,
2004

Robert Dreyer Co-Trustee
ROBERT DREYER, CO-TRUSTEE

Estol T. Carte, TTE
ESTOL T. CARTE, CO- TRUSTEE

Exhibit C

LAW OFFICES OF
AIKEN, KRAMER & CUMMINGS
INCORPORATED

TELEPHONE (510) 834-6800

1111 BROADWAY, SUITE 1500
OAKLAND, CALIFORNIA 94607

FAX (510) 834-9017

August 23, 2007

VIA FACSIMILE AND FIRST CLASS
MAIL/(415) 391-8269

Scott D. Baker, Esq.
Jonah D. Mitchell, Esq.
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111

Re: Traverso v. Clear Channel Outdoor, Inc., et al.
Our File No. TRAVE-7

Dear Counsel:

The purpose of this letter is to meet and confer pursuant to Rule 16-2(d) of the local rules of the U.S. District Court for the Northern District of California regarding relief from the current scheduling order so that the action can proceed in accordance with the expedited procedures provided under California law.

As you know, this action is an unlawful detainer which, under California law, is subject to expedited proceedings. At present, we have the following dates calendared - your Motion to Dismiss is set for hearing on October 2, 2007 and a Case Management Conference is scheduled for November 6, 2007. Because of the expedited schedule provided for unlawful detainer actions, we ask that you stipulate to the following schedule:

California Statutory Deadline

Statutory Reference

Deadline to hear motion to dismiss – 21 calendar days after service extended by 5 additional calendar days if moving papers served by mail or 2 calendar days if served by fax, express mail, or other overnight delivery method. CCP §1005(b); CRC 325(b)

Deadline to file opposition briefs – 9 court days before hearing. CCP §1005(c)

Deadline to file reply briefs – 5 court days before hearing. CCP §1005(c)

Scott D. Baker, Esq.
Jonah D. Mitchell, Esq.
David S. Reidy, Esq.

REED SMITH LLP

August 23, 2007

Page 2

Deadline to file answer if motion denied – 5 calendar days CCP §1167.3
after electronic delivery of notice of entry of order.

Deadline to file amended complaint and answer if motion CCP §1167.3
granted with leave to amend – 5 calendar days to file
amended complaint after electronic delivery of notice of
entry of order; 5 calendar days to file answer after
electronic service of amended complaint.

Deadline to take action to trial – Within 20 days of filing CCP §1170.5(b)
after filing of request for trial.

All other deadlines including, but not limited, to those related to defaults, discovery, motions for summary judgment/adjudication shall comply with the unlawful detainer statutes set forth under Code of Civil Procedure §1161 et seq. and related rules set forth under the California Rules of Court.

Please let me know as soon as possible if you are amenable to the foregoing schedule. If so, I will prepare a stipulation for your review. If not, we will proceed by noticed motion.

Very truly yours;

AIKEN, KRAMER & CUMMINGS, INC.

By

Garret D. Murai

MFG/kmk

cc: Richard Traverso

LAW OFFICES OF
AIKEN, KRAMER & CUMMINGS

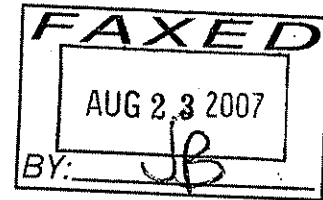
TELEPHONE (510) 834-6800

INCORPORATED
1111 BROADWAY, SUITE 1500
OAKLAND, CALIFORNIA 94607

FAX (510) 834-9017

FACSIMILE TRANSMISSION

August 23, 2007



To:	Firm	Phone	Fax
Scott D. Baker, Esq. Jonah D. Mitchell, Esq. David S. Reidy, Esq.	Reed Smith LLP		(415) 391-8269

From: Garret D. Murai

Re: Traverso v. Clear Channel Outdoor, Inc., et al.
Our File No. TRAVE-7

Pages: 3 (including cover sheet)

Message

Please see attached.

TRANSMISSION VERIFICATION REPORT

TIME : 08/23/2007 14:07
NAME :
FAX :
TEL :
SER.# : BROD2J322582

DATE, TIME	08/23 14:06
FAX NO./NAME	14153918269
DURATION	00:00:52
PAGE(S)	03
RESULT	OK
MODE	STANDARD
	ECM

Exhibit D

ReedSmith

David S. Reidy
Direct Phone: 415.659.5924
Email: dreidy@reedsmith.com

Reed Smith LLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111-3922
415.543.8700
Fax 415.391.8269

August 28, 2007

VIA FACSIMILE (510) 834-9017 & U.S. MAIL

Mr. Garret D. Murai
Aiken, Kramer & Cummings
1111 Broadway, Suite 1500
Oakland, CA 94607

Re: Traverso v. Clear Channel Outdoor, Inc., et al. U.S.D.C. C-07-3629 MJJ

Dear Mr. Murai:

We have reviewed your August 23 letter attempting to meet and confer regarding your client's proposed expedited schedule in this case. As a preliminary matter, we note that the proposed new deadlines are not calculated pursuant to current California law. For example, your proposed deadline for Clear Channel's motion to dismiss is 21 calendar days after service. However, section 1005(b) of the California Code of Civil Procedure, to which you cite, requires motions to be filed and served at least 16 court days before the hearing. In addition, California Rule of Court ("CRC") 325, which you also cite, has been superseded by CRC 3.1320.

Notwithstanding these issues, we are conferring with our client regarding your proposal and will get back to you.

Sincerely,


David S. Reidy

DSR

cc: Scott D. Baker, Esq.
Jonah Mitchell, Esq.

TEAVE-7
CONFIDENTIAL

ReedSmith

FAX TRANSMITTAL

From: David S. Reidy
Direct Phone: +1 415 659 5933
Email: dreidy@reedsmith.com
Date: August 28, 2007

Reed Smith LLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111-3922
+1 415 543 8700
Fax +1 415 391 8269

Total Number Of Pages Including Cover Page 2

FAX TO

Name	Company	Fax Number	Phone Number
Garret D. Murai	Aiken, Kramer & CUMmings	510.834.9017	

Original will follow via: ☐ Regular Mail ☐ Overnight Delivery ☐ Messenger ☒ None

NOTES:

If you do not receive all of the pages, please call Victoria E. Fedoroff at 213.457.8000.

Please Transmit Before ☐9 ☐10 ☐11 a.m. ☐12 ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 p.m.

Client Number: 260157 Matter Number: 60062 Attorney Number: 6883
Transmission Time: a.m./p.m. Finish Time: a.m./p.m.
Operator:

PLEASE NOTE: The information contained in this facsimile message may be privileged and confidential, and is intended only for the use of the individual(s) or entity named above who has been specifically authorized to receive it. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return all pages to the address shown above. Thank you.

DOCSSFO-12488699.18/28/07 10:09 AM

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reedsmith.com

PROOF OF SERVICE

Re: *Traverso v. Clear Channel Outdoor, Inc., et al.*
Case No.: C07-3629 MJJ

I, the undersigned, state that I am a citizen of the United States and employed in the City of Oakland, County of Alameda, State of California, in the office of a member of the bar of this court, at whose direction the service was made; that I am over the age of eighteen years and not a party to the within action; that my business address is 1111 Broadway, Suite 1500, Oakland, California 94607.

On the date set forth below, I served the following document described as:
**DECLARATION OF GARRET D. MURAI IN SUPPORT OF MOTION FOR RELIEF
FROM CASE MANAGEMENT SCHEDULE**
as follows to the address(es) set forth below:

Scott D. Baker
Jonah D. Mitchell
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111-3922
Tel: 415/543-8700
Fax: 415/391-8269

☒ **BY E-FILING:** via the court-mandated e-filing service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 20, 2007


Karen Kornfeld

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Matthew F. Graham, State Bar No. 95194
 Richard A. Sipos, State Bar No. 126982
 Garret D. Murai, State Bar No. 215667
AIKEN, KRAMER & CUMMINGS, INC.
 1111 Broadway, Suite 1500
 Oakland, California 94607
 Telephone: (510) 834-6800
 Facsimile: (510) 834-9017
 E-mail: gmurai@akclawfirm.com

Attorneys for Plaintiff
 RICHARD TRAVERSO

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and
 DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**[PROPOSED] ORDER RE. REVISED
 CASE MANAGEMENT SCHEDULE**

Date: October 30, 2007
Time: 9:30 a.m.
Courtroom: 11 (19th Floor)
Judge: Martin J. Jenkins

Action Removed: July 13, 2007
Trial Date: None

Plaintiff RICHARD TRAVERSO's Motion for Relief from Case Management Schedule came on regularly for hearing on October 30, 2007 at 9:30 a.m. in Courtroom 11 of this Court located at 450 Golden Gate Avenue, San Francisco, California. The Court having considered the papers submitted, having heard oral argument as requested or ordered, rules as follows:

IT IS HEREBY ORDERED:

1. Plaintiff's Motion for Relief from Case Management Schedule is GRANTED.
2. The Clerk's Notice (Setting Case Management Conference in Reassigned Case) filed August 9, 2007 is revised to add as follows:

(a) The Federal Rules of Civil Procedure, Local Rules of the U.S. District Court for the Northern District of California, and standing orders of the Honorable Martin J.

Jenkins shall apply to this action, except as otherwise provided by California state law governing unlawful detainer actions, and as otherwise ordered by the Court.

(b) The parties are permitted to use California Judicial Council forms applicable to unlawful detainer actions in this action.

(c) Local Rule 8.7A.2. of the San Francisco Superior Court governing the timing and filing of opposition and reply briefs to summary judgment motions shall apply to this action.

Dated: _____

The Honorable Martin J. Jenkins

AIKEN, KRAMER & CUMMINGS
INCORPORATED

PROOF OF SERVICE

Re: *Traverso v. Clear Channel Outdoor, Inc., et al.*
Case No.: C07-3629 MJJ

I, the undersigned, state that I am a citizen of the United States and employed in the City of Oakland, County of Alameda, State of California, in the office of a member of the bar of this court, at whose direction the service was made; that I am over the age of eighteen years and not a party to the within action; that my business address is 1111 Broadway, Suite 1500, Oakland, California 94607.

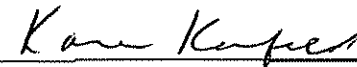
On the date set forth below, I served the following document described as:
[PROPOSED ORDER RE REVISED CASE MANAGEMENT SCHEDULE
as follows to the address(es) set forth below:

Scott D. Baker
Jonah D. Mitchell
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111-3922
Tel: 415/543-8700
Fax: 415/391-8269

☒ **BY E-FILING:** via the court-mandated e-filing service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 20, 2007



Karen Kornfeld

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